



# DIGITAL SALES AGREEMENT

This **Digital Sales Agreement** (this “Agreement”) is made and entered into as of \_\_\_\_\_ 2018 (the “Effective Date”), by and between **Dream Local Digital LLC**, a Maine limited liability corporation with offices at 463 Main Street Rockland, Maine 04841 (“**Dream Local**”), and \_\_\_\_\_, a corporations with offices at \_\_\_\_\_ (“**Partner**”).

## RECITALS

- A. Dream Local is a marketing agency specializing in interactive media, digital and content marketing, strategic planning, SEO, SEM, email, mobile and social media.
- B. **Partner** directly, and through its subsidiaries, serves advertising customers and owns and operates various websites and/or traditional media.
- C. **Partner** would like to sell Dream Local’s Services, hereinafter defined, to its Customers, hereinafter defined, and Dream Local would like **Partner** to sell the Services to **Partner** Customers.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dream Local and **Partner** agree as follows:

1. **Definition.** For purposes of this Agreement, a “Customer” is a person or entity which has bought, is buying, or is a potential buyer of, whether or not they have been contacted by, any **Partner** traditional media property, internet, mobile, social or interactive media, advertising or other media product or service in any of **Partner** markets.
2. **Dream Local**
  - a. **Start-up.** Dream Local will roll out and support **Partner** sales and promotion efforts in each of its market as needed and defined in **Attachment A**. Such support shall include training, sales support, advertising sessions, pricing consultation & fulfillment of digital services as defined in attachment A.
  - b. **Services.** Dream Local, upon request from **Partner**, will provide, execute and fulfill the following services as sold by the **Partner** including but not limited to (a “Service” or the “Services”, as the case may be) for **Partner** customers: social media strategy and program development, network development and best practices; search engine optimization (SEO) and search engine marketing

(SEM); leveraging local search and optimizing performance; web site development; online publishing – blogs, inbound marketing, content marketing, white papers and more; creation of e-mail marketing and newsletter programs; audience development strategies and tactics; strategic workshops, trade show presentations; sales and marketing coaching and training; advertiser presentations and other product launch assistance; increasing use of mobile applications for content and advertising; and video marketing as defined on Dream Local’s current rate card (**Attachment B**).

- c. **Billing.** Within five days prior to the 1<sup>st</sup> day of each calendar month during the term of this Agreement, Dream Local shall send **Partner** an itemized bill, in a form reasonable and satisfactory to **Partner**, for all Services rendered under this Agreement during that month. Dream Local shall not bill, or attempt to collect from, **Partner** Customers for any Service rendered under this Agreement.

### 3. **Partner.**

- a. **Sales.** Within **Partner** markets, **Partner** shall (i) initiate all sales contacts for the sale of the Services, (ii) be responsible for all information gathering from, and the contact person for, purchasers of the Services.
- b. **Billing.** **Partner** shall bill, and collect from its Customers for all Services rendered at its request.

### 4. **Fees.**

- a. **Set up and Training Fees.** **Partner** shall pay Dream Local set-up and training fees per market in accordance with agreed schedule in Attachment A. Set-up and training fees are due and payable upon execution of this Agreement and are non-refundable after 45 days of the agreed launch date of the market. Up to two additional training and seminars will be allowed after-market launch as outlined in Attachment A.
- b. **Ongoing Fees.** **Partner** shall pay Dream Local Fees **Monthly Market Support Fees** as defined in **Attachment A**.
- c. **Wholesale Rates.** For each Service provided by Dream Local for a Customer of **Partner** at its request, **Partner** shall pay Dream Local the Wholesale Rate for each Service listed on current rate card **Attachment B** as well as additional products as agreed upon by both parties. If **Partner** asks Dream Local to provide a service not listed Dream Local and **Partner** shall agree, in writing, on the Wholesale Rate before **Partner** sells the Service to its Customer or Dream Local commences any work to provide the service. **Partner** shall pay Dream Local the Wholesale Rate earned by Dream Local during a calendar month within 20 days receipt of Dream Local’s itemized bill for such month in the form of a check or ACH/Wire. Interest shall accrue on unpaid amounts at 1.5% per month thereafter.

- i. Dream Local reserves the right to revise products and pricing on a quarterly basis and agrees to grandfather all existing contracts, including this Agreement, until the Customer contracts changes.
      - ii. Dream Local reserves the right to discontinue Customer services if no payment is received 60 or more days past the due date.
      - iii. All Services as defined in Dream Local's current rate card require a 30 day notice of cancellation.
      - iv. All monthly management services as defined in Dream Local's current rate card require a 6 month minimum commitment.
    - d. **Travel Expenses.** Partner shall reimburse Dream Local for all reasonable out-of-pocket travel expenses pre-approved in writing by Partner. Partner will reimburse Dream Local for such expenses within ten (10) business days of receipt of Dream Local's documented expense report.
- 5. **Term.** The term of this Agreement shall commence on the Effective Date and will automatically renew annually. At any time, either party, with or without cause, may terminate this Agreement, without further liability to the other party, upon ninety (90) days advance written notice to the other party.
- 6. **Additional Rights.**
  - a. **Dream Local.**
    - i. During the term of this Agreement, Dream Local may list Partner on its client list for marketing purposes.
    - ii. **Dream Local** will white label services as defined in **Attachment A** and represent itself in an appropriate and professional manner to all clients of Partner as the representatives of the Services as outlined in **Attachment B**.
  - b.
    - i. All Customers, and related customer information, and user data, belong to Partner.
    - ii. All content developed and work product belong to Dream Local and each Customer.
- 7. **Representations and Warrants.**
  - a. **Both Parties.**
    - i. Dream Local and Partner each represents and warrants to the other that it has the necessary personnel, software, hardware, bandwidth and funding to fulfill its obligation under this Agreement.
    - ii. Dream Local and Partner each represents and warrants to the other that it will comply, at its sole expense, with all applicable federal, state, provincial, and local laws and regulations in connection with performing its obligations under this Agreement.

- iii. Dream Local and **Partner** each represents and warrants to the other that it will not engage in business practices, promotions or advertising which may be materially injurious to the reputation or business goodwill of the other. If an egregious error on the part of Dream Local occurs that results in a Customer credit or similar make-good, Dream Local will not charge for the transaction.

**b. Dream Local.**

- i. Dream Local represents and warrants to Partner that it has adequate rights, including lawful ownership of all associated intellectual property rights, to provide, and permit **Partner** and its Customers to use the Services without violating the rights of any third party.
- ii. Dream Local represents and warrants to Partner if, and to the extent, it has, or has access to Customer information it will (i) keep such information confidential and (ii) only use such information to fulfill its obligations under this Agreement.
- iii. Dream Local represents and warrants to Partner that it will not contact, or engage directly with, any Customer, without **Partner's** express written permission in each instance; which permission may be withheld in Partner's sole and absolute discretion. Dream Local shall limit such contact or engagement to the minimum level required to deliver the Services as contemplated by this Agreement

**8. Indemnification.**

Dream Local shall, to the full extent permitted by law, defend, indemnify and hold **Partner** and its parent, affiliates, and subsidiaries, and their respective directors, officers, employees, agents and Customers, harmless of and from any third-party claim, suit, loss, cost, damage, fee or expense (including reasonable attorneys' fees) arising from: (a) any claim the Service provided by Dream Local, or their use, infringe any patent, copyright, trade secret or comparable intellectual property right; and (b) any actual or alleged breach of a representation, warranty or covenant made in this Agreement by Dream Local.

**9. Disclaimer.**

SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THE INFORMATION PROVIDED BY DREAM LOCAL IS CAREFULLY COMPILED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY IS NOT GUARANTEED. DREAM LOCAL (I) DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH REGARD TO SUCH INFORMATION AND (II), WITH RESPECT THERETO, IS NOT LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES.

**10. Confidentiality.**

- a. If either party is provided by the other party with access to any information (whether oral, observed, or written) that is marked or treated as confidential, restricted, or proprietary by the providing party, including but not limited to marketing plans, customer lists, customer data

including user data, the terms of this Agreement, pricing information, product information, including, without limitation, software, source code, system architecture, algorithms, routines, designs, intellectual property, processes or trade secrets (collectively “**Confidential Information**”), the receiving party will protect the Confidential Information with the same degree of care that is used in protecting its own confidential information, but not less than reasonable care. Neither party will, without the other party’s prior written consent in each instance, (i) use Confidential Information of the other party other than as necessary to fulfill its obligations under this Agreement or (ii) disclose any Confidential Information of the other party to any person except its authorized employees who require the same in connection with fulfilling the purposes of this Agreement.

- b. The term “Confidential Information” will not include any information which (i) at the time of disclosure is, or thereafter becomes, publicly available through no fault of the receiving party; (ii) was known to the receiving party prior to its receipt of the information, as shown by the receiving party’s dated written or electronic records; (iii) is obtained by the receiving party from a third party if the third party would not be breaching a commitment of confidentiality by disclosing the information to the receiving party; or (iv) is developed by a party independently of any disclosure made in connection with this Agreement.
- c. Each party will return all of the other party’s Confidential Information contained in a tangible form upon termination of this Agreement, or at an earlier time at the other’s request. Unless otherwise agreed in writing, neither party Company will make copies of any Confidential Information unless necessary to fulfill its obligations under this Agreement. The provisions of this paragraph 10 will survive the expiration or termination of this Agreement for any reason.

#### 11. Miscellaneous.

- a. **Independent Contractors.** The parties act under this Agreement solely as independent contractors of one another. No agency, partnership, joint venture or employment is created as a result of this Agreement. Neither party is authorized to bind the other in any respect whatsoever.
- b. **Compliance with Laws.** Each party agrees to comply with all laws and regulations applicable to the conduct of its business.
- c. **Successors and Assigns.** This Agreement and the rights and responsibilities hereunder may not be assigned or otherwise transferred, in whole or in part, by either party, without the prior written consent of the other party and any such purported transfer shall be void, except that either party may assign this Agreement in its entirety to an entity purchasing all or substantially all of the outstanding stock or assets of such party, to any subsidiary or affiliate under its control, or pursuant to a merger, consolidation or other reorganization.

- d. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine, excluding its laws relating to conflicts of laws.
- e. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and supersedes any, and all prior or contemporaneous oral or written communications with respect to the subject matter hereof.
- f. **Amendment; Waiver.** Except as otherwise set forth herein, this Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the parties. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law.
- g. **Notices.** All notices under this Agreement must be in writing and given to the other party at the addresses set forth below (i) through personal service or (ii) via certified or registered mail postage prepaid and return receipt requested. Such notice shall be deemed to have been given upon the date of personal service or upon the date of being post-marked by the U.S. Post Office, as applicable. Addresses to which such notice shall be sent are as follows:

If to Dream Local Digital: Shannon Kinney, Founder/Client Success Officer  
Dream Local Digital LTD  
463 Main Street  
Rockland, Maine 04841

If to **Partner**:

Notice addresses above may be changed by providing prior written notice.

- h. **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision in all other respects, shall not be affected thereby and shall nevertheless be enforced to the maximum extent consistent with the intent of this Agreement.
- i. **Partial Invalidity.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

j. **Expenses and Taxes.** Except as specifically set forth herein, each party shall bear its own taxes and expenses in connection with the transactions contemplated by, and the implementation of, this Agreement.

**IN WITNESS WHEREOF**, the parties have signed this agreement as of the date first written above.

Dream Local Digital, LLC.

Partner

Shannon Kinney	
<u>Founder/Client Success Officer</u>	